Formalized procedure to tender for Direction of Project services for QARIB project - Based in Amman

Invitation to tender launched in an open tender procedure in accordance with Article 1° art **R. 2124-2**¹ of French Public Procurement Code

**BIDDING REGULATIONS**

Document no. 2

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¹ Main French Public Procurement Code articles mentioned in this invitation to tender are detailed in Annex 1.
PREAMBULE:

In all tender documents, translated legislative articles are free translations. In case of conflict between English and French version, French version shall prevail and be the only applicable one.

All the legal references mentioned in the tender documents have a hypertext link to French legislative texts.

Indeed, all references to the French Public Code mentioned in this invitation to tender are detailed in Annex 1.

ARTICLE 1: PURPOSE OF THE CONTRACT – GENERAL PROVISIONS

1.1 Nature of the contract

This invitation to tender is an adapted, open invitation to tender that falls within the scope of the provisions of article R-2124-2 of the French Public Procurement Code.

The contract concluded shall be an administrative contract pursuant to the French Public Procurement Code.

The parties explicitly agree that the provisions of the General Conditions of Contract for supplies and services and the General Conditions of Contract for intellectual services shall not apply to this contract.

CPV code: 79421000-1

1.2 Purpose of the contract

CFI needs an operator to provide specific services of direction of project, as set in the Technical and Administrative Specifications (document no. 1), in Amman.

1.3 General provisions

1.3.1 Subcontracting

Pursuant to article L.2193-4 of French Public Procurement Code, subcontracting is not permitted without the prior agreement of CFI. In the event that CFI grants permission for subcontracting, the candidates must state the identity of the subcontractor they have chosen and the portion of the contract that they intend to subcontract.

Any operator that deliberately provides inaccurate information in support of a request for acceptance of a subcontractor shall have its contract terminated at its own expense and risk.
In the same way, any secret subcontracting may be sanctioned with termination of the contract at the expense and risk of the company that holds the contract.

1.3.2 Applications

Pursuant articles L.2141-1 to L. 2141-5, L. 2141-7 to L. 2141-10 and R.2143-3 of the French Public Procurement Code, the persons listed below (a)- to d)- may not bid for the contract as defined under article 1 of these regulations, and shall therefore not be able to put forward a tender and act as a candidate and especially not as the service provider for the said contract:

a)- Anyone who has received a final conviction within the last five years for one of the following offences, stipulated by articles 222-38, 222-40, 313-1 to 313-3, 314-1 to 314-3, 324-1 to 324-6, 421-2-1, by the second paragraph of article 421-5, article 433-1, the second paragraph of article 433-2, the eighth paragraph of article 434-9, the second paragraph of article 434-9-1, articles 435-3, 435-4, 435-9, 435-10, 441-1 to 441-7, the first and second paragraphs of article 441-8, article 441-9, articles 445-1 and 450-1 of the criminal code and article 1741 of the general tax code;

b)- Anyone who has received a conviction within the last five years, listed in bulletin no. 2 of the police record for the offences mentioned in articles L.8221-1, L. 8221-3, L. 8221-5, L.8231-1, L. 8241-1 and L. 8251-1 of the labor code;

c)- Anyone who is subject to the compulsory liquidation procedure provided for under article L. 640-1 of the commercial code, natural persons who have been declared bankrupt in accordance with articles L. 653-1 to L. 653-8 of the same code and persons who are subject to an equivalent procedure governed by the laws of another country. Persons who have entered the process of receivership established by article L. 631-1 of the commercial code or an equivalent procedure governed by the laws of another country must provide proof that they have been authorized to continue their activities during the foreseeable period of performance of the contract;

d)- Persons who, as at 31 December of the year preceding that in which the call for tenders is launched, have not submitted the declarations that they are required to submit under tax and company law or have not paid the taxes and contributions that are payable by this date. However, persons who, as at 31 December of the year preceding that in which the call for tenders was launched, had not made the various payments due by that date or made any guarantees, but who, before the date on which the call for tenders was launched, and in the absence of any enforcement measures by the accountant or the body in charge of recovery, have either made the said payments or provided guarantees considered sufficient by the accountant or the body in charge of recovery, shall be regarded as being in order. Natural persons who are directors, either de facto or de jure, of a legal entity that does not comply with the conditions set out in this paragraph cannot tender personally for a contract. The list of taxes and contributions concerned is drawn up under conditions stipulated in the regulations.

N.B.: The provisions of paragraphs a)- to d)- above apply both to persons who put themselves forward as candidates and to those who are members of a group of persons that is a candidate.
Notifications relating to the contract shall be deemed to be valid if made to the address shown under article A of the Letter of Commitment.

It is essential that the tenders made by candidates comply with the Bidding Regulations and the Technical and Administrative Specifications.

1.4 Submission of tenders

The candidates must submit their tenders only in dematerialized form:

In accordance with the provisions of article R 2132-13 of the French Public Procurement code, CFI imposes the transmission of applications and offers by electronic form.

For this consultation, only electronic deposits are authorized at the following address: https://www.marches-publics.gouv.fr/index.php?page=entreprise.AccueilEntreprise&lang=en

The transmission must be subject to a certain date of receipt and an electronic acknowledgment of receipt.

Electronic signature of document is not required.

The tenders must be received no later than:

**Monday 23rd August 2021 at 6.00 pm UT**

This deadline must not be exceeded. No tenders submitted after the date and time shown above will be taken into account.

Documents that are submitted after the date and time shown, or for which acknowledgement of receipt is delivered after the date and time shown, will not be examined.

The period of validity of the tender is set at 120 days from the deadline for receipt of tenders.

1.5 Term/deadlines for performance

The period for performance of this contract shall run from the date on which notification is given to the service provider until the 31/12/2024.

1.6 Amendment of the details of the tender documents by CFI

CFI reserves the right to amend the details of the tender documents up to 15 days before the deadline set for submission of tenders. These amendments shall not alter the key points of the contract. It shall inform all candidates of the changes, ensuring that the principle of equality is respected.
Candidates must respond on the basis of the amended documents and may not lodge any complaint in this regard or deviate from the main guidelines in the amended documents.

1.7 Undivided tender

The contract comprises a single lot entitled “Direction of Project Services for the QARIB project based in Amman”.

1.8 Contact details of the person responsible for the contract

The person responsible for the contract is CEO, Mr. Thierry VALLAT, 62, rue Camille Desmoulins, 92130 Issy-les-Moulineaux.

1.9 Locations where the services will be provided

In CFI’s office in Amman, as set out in the Technical and Administrative Specifications, and possibly at CFI’s headoffice at 62, rue Camille Desmoulins, 92130 Issy-les-Moulineaux.

At least twice a month work travels throughout the countries covered by the QARIB program (Jordan, Lebanon, Iraq and Palestinian territories).

1.10 Contractual documents

The documents that constitute the contract include, in declining order of priority:
No. 1: The Technical and Administrative Specifications
No. 2: These Bidding Regulations
No. 3: The Letter of Commitment
No. 4: The tender from the chosen candidate

In the event of any contradiction between the various provisions of these documents or of any difficulty in interpreting these provisions, the parties explicitly agree that the provisions of the Bidding Regulations and of the Technical and Administrative Specifications shall prevail in that order.

ARTICLE 2: PRICE AND SETTLEMENT OF ACCOUNTS

2.1 The price, expressed in euros, shall be regarded as the total fixed price and in particular shall include the following:

- Any tax and parafiscal charges that must be levied on the service;
- Administrative fees related to the execution of the services, including but not limited to: copying, translation, secretarial services, legal and administrative formalities including all administrative authorizations necessary to carry out the activity, an insurance - the daily fee.
Incidentals (all fees and travel costs and all ancillary expenses - particularly national and international transport costs, visas, insurance, accommodation and meals in the areas of meetings, although this is not an exhaustive list), will not be negotiables: An envelope of up to 16 000 Euros per year based on 2 missions per month in the region (Lebanon, Iraq, Palestine, Jordan) is allocated by CFI to the operator based on invoices and supporting documents.

If VAT applies under territorial regulations, VAT shall be added to the amount of the invoices at the applicable rate when the invoices are drawn up. If this rate changes during the period of the contract, the new rate shall apply ipso jure.

2.2 The price shall be fixed for the full period of performance of the contract.

The price shall be paid following schedule monthly invoicing mentioning the number of days invoiced and accompanied by a timesheet.

The services that are the subject of the contract shall be paid for in arrears, within 30 days of the end of the month in which the invoice is received.

ARTICLE 3: SUBMISSION OF APPLICATIONS AND TENDERS
This shall take place in a single phase, in which the applications and tenders shall be analyzed.

3.1. Information concerning the application

The tender received from the candidate shall contain the following documents:

- A letter of application;
- References for similar missions to the project that is the object of the contract during the last three years;
- Various types of documentation the candidate may consider useful (optional);
- A quotation with the daily amount billed;
- Any documents proving that the candidate fulfilled with all the legal requirements (registration, payment of taxes etc.) to be working in Jordan and travel in the Area (Jordan, Iraq, Lebanon, Palestinian territories);
- For umbrella company an exhaustive and all-inclusive detailed financial offer is requested (Consultant daily fees (or charges included), cost for visa, work permit visa, registration and umbrella company commissions etc.).

3.2. Information concerning the content of the tender

Operators interested in carrying out this work must submit an expression of interest, including the following:
- The CVs of the member(s) of the team providing the services or an outline of relevant skills and experience possessed by the operator who will be carrying out the tasks and any key personnel who will work on the assignment;
The response must be written in French or English. Any application that is incomplete shall be rejected.

ARTICLE 4: EVALUATION OF TENDERS

4.1 Only applications that are (i) complete, (ii) do not show any irregularities, (iii) contain all the documents requested and (iv) are received by the deadline shall be examined.

Any other applications shall be rejected.

The Letter of Commitment must be dated, signed and initialed and must bear the company's stamp; the signatory must not forget to state his/her name and position and provide his/her authorization to enter into commitments on behalf of the company.

4.2 Tenders that are in order shall be analyzed one by one and then comparatively.

Based on this analysis, CFI may invite candidates for an oral presentation and may ask them to give further details or additional information that it considers necessary with regard to the content of their tender.

Tenders shall be evaluated and classified in accordance with the following weighted criteria:

- Experiences: 50
- Qualifications: 20
- Motivations: 10
- Costs of the service excluding tax: 20

The evaluation is based on a total score of 100.

The contract shall be awarded to the candidate that submits the tender with the highest overall score.

We would like to point out that the contract will not necessarily be awarded to the candidate who asks for the lowest price.

We would like to remind candidates that, in accordance with the provisions of article R.2144-7 of French Public Procurement Code:

"If a candidate or tenderer is in a case of exclusion, does not meet the conditions for participation set by the buyer, produces, in support of his application, false information or documents, or cannot produce in the deadline the supporting documents, the means of proof, the complements or explanations required by the buyer, his application is declared inadmissible and the candidate is eliminated."
In this case, when the verification of the applications comes after the selection of the candidates or the classification of the tenders, the candidate or the tenderer whose candidacy or the offer was classified immediately after his / hers is solicited to produce the necessary documents. If necessary, this procedure may be reproduced as long as there are still admissible applications or offers which have not been rejected on the ground that they are inappropriate, irregular or unacceptable. “

In accordance with the provisions of articles R.2152-3 et seq. of French Public Procurement Code, if a tender appears abnormally low, CFI may reject it on reasonable grounds after requesting any further details it considers useful in writing and after checking the justification provided.

ARTICLE 5: INFORMATION

Any technical and/or administrative information may be requested by PLACE platform, no later than 20 days before the deadline for submission of tenders:


CFI shall communicate its responses to questions no later than 15 days before the deadline set for receipt of tenders.